

# Assurance

## Program Certificate

Name:  
Street Address:  
City/State/Zip:  
VIN:  
Dealership:

Certificate Number:  
Lienholder:  
Effective Date:  
Term of Certificate: 12 months

THIS CERTIFICATE IS SUPPLIED BY HYUNDAI MOTOR AMERICA ("Hyundai") AT NO COST TO YOU. HYUNDAI IS OBLIGATED TO COMPLY WITH THE TERMS OF THIS CERTIFICATE AND HAS ENGAGED WALKAWAY USA TO ADMINISTER THE CERTIFICATE ON ITS BEHALF. ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH UNDER THE DETAILS OF THIS CERTIFICATE. THE ACCEPTANCE OF THIS CERTIFICATE IS NOT REQUIRED TO OBTAIN CREDIT. THIS CERTIFICATE IS NOT AN INSURANCE POLICY. IT DOES NOT PROVIDE GENERAL LIABILITY COVERAGE, NOR DOES IT FULFILL THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

### How You Qualify for a Benefit

You must experience one of the following Qualifying Events, as set forth in the Agreement Details, within the Term: Involuntary Unemployment, Physical Disability, Loss of Driver's License Due to Medical Impairment, International Employment Transfer, Self-Employed Personal Bankruptcy, or Accidental Death. You must have made at least 2 of the scheduled payments, be current on payments, have Primary Insurance in force, pay Additional Balance Amounts, remove any modification to the Vehicle that negatively impacts its value (and make any necessary repairs/replacements resulting from removal) and repair any insurable damage before You will be entitled to a Vehicle Return Benefit.

### Summary of Coverage

Once Your benefit is approved, the amount paid to Your Financial Institution on Your Vehicle Contract shall not be greater than the sum of the Assessed Value of Your Vehicle and the Maximum Benefit. The total benefits payable by Hyundai shall not exceed the Maximum Benefit.

### Your Maximum Benefit

Upon qualifying for a benefit under this Certificate the **Maximum Benefit payable to the Financial Institution is \$7,500.00**. This amount, plus the Assessed Value of Your Vehicle, is the maximum amount that would ever be paid under this Certificate.

### Note to Customer

This Complimentary Certificate is provided to You at no charge and is effective as of the Vehicle Contract date. A request for benefit must be made during the 12 month Term of the Certificate and the Qualifying Event must still exist at the time of the request. Proof of Qualifying Event must be received by WALKAWAY USA as soon as possible once You act to invoke Your Certificate benefit and no later than one year from the date that a Qualifying Event occurs or is diagnosed. **Do not return Your Vehicle to the Selling Dealer until You have been notified by WALKAWAY USA that Your benefit has been approved; otherwise, Your Financial Institution may consider Your Vehicle to be voluntarily repossessed and You will not be entitled to a benefit.**

**IMPORTANT INFORMATION APPEARS ON THE FOLLOWING PAGES OF THIS CERTIFICATE WHICH CONTAIN TERMS AND CONDITIONS AFFECTING AND FURTHER EXPLAINING YOUR BENEFIT. PLEASE REVIEW THEM CAREFULLY.**

BY SIGNING below, I acknowledge that I have been provided and agree with the Agreement Details, that I have been advised to read them and have been given an opportunity to do so. No verbal representations have been made to me which differ from this Certificate. I acknowledge that I have paid nothing for this Certificate and that it is provided to me by Hyundai at no charge and therefore I am not entitled to a refund should I choose to cancel it.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## AGREEMENT DETAILS

### DEFINITIONS

The following words and phrases are used in this Certificate and have the meanings set out below:

**"Additional Balance Amount(s)"** means amounts, if any, required to be paid by You in order to receive a benefit and must be paid at the time You Voluntarily Return Your Vehicle to the Selling Dealer. In most cases You will be notified in advance by WALKAWAY USA if any Additional Balance Amounts will be owed. Additional Balance Amounts may be any combination of the following:

- (a) Excess Over Miles Charge;
- (b) past due amounts and late fees owed on Your Vehicle Contract as of the date You Voluntarily Return Your Vehicle;
- (c) any amounts exceeding the sum of the Maximum Benefit and the Assessed Value; and
- (d) any proceeds recoverable from the canceling of any items such as a service contract, credit life, accident and health insurance, or other fees added, that were included in Your Vehicle Contract.

**"Assessed Value"** for all Qualifying Events is a portion of the amount owed on the Vehicle Contract that the Selling Dealer is required to pay and means the average value of Your Vehicle using the following values: Selling Dealer's estimate, the 'AVG' listing in NAR's Black Book, the 'AVG' listing in the Manheim Auction Guide and the "Trade-in Value" listing in the NADA Yellow Book. The most recently published valuation guides shall be used. From time to time WALKAWAY USA may use an alternate valuation guide or different listings from the above guides, if necessary or appropriate. If Your Vehicle has Excess Wear and Tear, the Selling Dealer may adjust its estimate to account for the cost to make repairs resulting from Excess Wear and Tear and WALKAWAY USA may use listings from the above guides which more accurately account for Excess Wear and Tear. The Assessed Value will be as of the date You Voluntarily Return Your Vehicle to the Selling Dealer. If the Selling Dealer's estimate is inconsistent with the other estimates of value listed above or is not supportable by objective evidence, WALKAWAY USA may, at its sole discretion, obtain an independent valuation and substitute it for the Selling Dealer's estimate.

**"Commercial Vehicle"** means vehicles which are used in connection with providing services, or carrying goods or passengers. This includes, without limitation, a vehicle used as a taxi, for livery, for delivery services, or for hire, where compensation is provided for the service(s).

**"Certificate"** means this Hyundai Assurance Certificate.

**"Effective Date"** means the date You signed Your Vehicle Contract.

**"Excess Over Miles Charge"** applies only if Your Vehicle Contract is a lease or residual based loan agreement and means any amount owing under Your Vehicle Contract for excessive wear and use that is more than 120% of the standards for normal use and mileage set out in Your Vehicle Contract. If You exceed 120% of the pro-rated miles allowed in Your Vehicle Contract, You will be required to pay the portion of such penalty that is associated with exceeding 120% of the miles allowed by Your Vehicle Contract as an Additional Balance Amount. For example: If Your lease provides for a per-mile penalty for all miles exceeding 15,000 per year, You will be allowed to return Your Vehicle with up to, but not greater than, 18,000 miles without an Excess Over Miles Charge.

**"Excess Wear and Tear"** is damage to the Vehicle beyond normal wear and tear which could negatively impact the value of Your Vehicle. Excess Wear and Tear includes, but is not limited to, the amount it would cost to repair the following:

- (a) interior soil that cannot be removed by cleaning;
- (b) holes, tears, or burns on the interior or trunk;
- (c) dents greater than 1 inch in diameter;
- (d) scratches four inches or longer that reach the metal skin;
- (e) paint chips dime size or larger or multiple smaller chips within a 6x6 inch area;
- (f) substandard paint repairs such as peeling, bubbling or mismatched paint;
- (g) rust holes in body or rust spot that covers more than a four inch square area;
- (h) windshield damage that distorts driver's vision; cracked or missing glass;
- (i) substandard frame damage repair, jack marks excluded;
- (j) damage from flood, water, hail, or sand;
- (k) mechanical components missing, broken, unsafe or do not operate properly;
- (l) diagnostic computer or emission control equipment not in proper working order;
- (m) tire or tread depth of less than 1/8 inch or broken tire sidewall from curb contact; or
- (n) damage that makes the Vehicle unlawful or unsafe to operate.

**"Hyundai"** means Hyundai Motor America.

**"Financial Institution"** means the financial institution or leasing company that is the current lienholder on Your Vehicle Contract.

**"Full Time"** means actively working for legal wages at least 30 hours per week at one job which Your employer deems full time.

**"Maximum Benefit"** is \$7,500.00.

**"Primary Insurance"** means insurance coverage as required under the terms and conditions of the Vehicle Contract.

**"Primary Insurer"** means the company which issues Your Primary Insurance.

**"Proof of Qualifying Event"** means evidence required by WALKAWAY USA and submitted by You supporting and satisfying Your request for benefit.

**"Qualifying Event"** means that You have experienced one of the following: Involuntary Unemployment, Physical Disability, Loss of Driver's License Due To Medical Impairment, International Employment Transfer, Self-Employed Personal Bankruptcy, or Accidental Death. These Qualifying Events are defined under the "Qualifying Events and Exclusions" section.

**"Selling Dealer"** means the retail facility where You purchased or leased Your Vehicle.

**"Term"** means the length of time this Certificate is in effect and is listed on page 1. This agreement terminates on the date the Vehicle Certificate is paid in full or 12 months from the effective date of the Vehicle Contract, whichever is sooner.

**"Total Loss"** means a loss where (1) the cost to repair or replace the Vehicle exceeds the actual cash value; or (2) it is deemed a total loss by the Primary insurer; or (3) the Vehicle is stolen and not recovered within 30 days of the date of loss.

**"Vehicle"** means the vehicle identified by the Vehicle Identification Number (VIN) listed on Your Vehicle Contract and on page 1.

**"Vehicle Contract"** means the original retail installment contract, conditional sales contract or similar agreement or lease You entered into to affect the purchase or lease of Your Vehicle.

**"Voluntarily Return"** means Your return of Your Vehicle to the Selling Dealer (or other dealer, if directed by WALKAWAY USA) after Your benefit has been approved by WALKAWAY USA.

**"You" or "Your"** means the individual identified on page 1 and cannot include more than one person. If more than one individual is identified on page 1, You means the first individual.

**"WALKAWAY USA"** means WALKAWAY USA, LLC, which is the administrator of this Certificate, and any entity WALKAWAY USA may appoint to administer the terms of this Certificate.

### QUALIFYING EVENTS AND EXCLUSIONS

You will be entitled to a benefit if You experience one of the following Qualifying Events and satisfy the terms and conditions of this Certificate.

#### 1. Involuntary Unemployment

You are "Involuntarily Unemployed" if, after 90 days from the Effective Date, You have suffered a total loss of salary or wages for a period of at least 45 consecutive days as the result of the loss of non-seasonal employment. To be entitled to a benefit due to Involuntary Unemployment You must also have been continuously employed Full Time for the 90 days immediately before You became involuntarily unemployed. You must also have been approved for payment of state unemployment benefits or have registered with a publicly recognized employment agency within 30 days after Your termination.

**Exclusions:** You do NOT qualify for an Involuntary Unemployment benefit if You are self-employed, retired, working Full Time at another job, employed by a member of Your household or if You become involuntarily unemployed due to:

- (a) voluntary forfeiture of employment, salary or wages;
- (b) resignation, retirement or death;
- (c) disability, whether caused by sickness, illness, disease, accident, injury, pregnancy or other cause;
- (d) willful or criminal misconduct;
- (e) scheduled termination of an employment contract;
- (f) end of seasonal employment;
- (g) Involuntary Unemployment which commences prior to the Effective Date;
- (h) Involuntary Unemployment for which You receive notice prior to the Effective Date; or
- (i) war or any act of war, whether declared or undeclared.

#### 2. Physical Disability

You are "Physically Disabled" or have a "Physical Disability" if You suffer from a medical condition that has prevented You from performing the duties of Your job for at least 60 consecutive days. You must have been continuously employed Full Time for a period of 60 days immediately before You became Physically Disabled, You must be under the continuous treatment of a physician licensed in the United States (not a member of Your household or family) who will verify the Physical Disability and You

must not have already been Physically Disabled (as so defined) prior to the Effective Date.

**Exclusions:** You are NOT Physically Disabled if You suffer a medical condition due to:

- (a) pregnancy;
- (b) miscarriage;
- (c) childbirth;
- (d) intentionally self-inflicted injuries;
- (e) use of alcohol or controlled substances;
- (f) Your participation in a criminal act, including impaired driving;
- (g) any disability occurring as a result of an elective cosmetic medical procedure performed prior to the Effective Date;
- (h) mental or emotional disorders, including, but not limited to, stress, anxiety, depression and/or conditions related thereto; or
- (i) war or any act of war, whether declared or undeclared.

### **3. Loss Of Driver's License Due To Medical Impairment**

You have experienced "Loss of Driver's License Due to Medical Impairment" if You have been determined by a physician licensed in the United States to have a medical impairment that prevents You from driving and Your state driver's license authority revokes Your driving privileges for a continuous period of not less than 180 calendar days as a result of such medical impairment.

**Exclusions:** You do NOT qualify for a benefit under this section if Your Loss of Driver's License due to Medical Impairment is in any way related to:

- (a) a criminal act or an alleged criminal act;
- (b) use of alcohol or controlled substances; or
- (c) war or any act of war, whether declared or undeclared.

### **4. International Employment Transfer**

You have experienced an "International Employment Transfer" if, as a part of Your Full Time employment, You are transferred outside the United States for a period of not less than 24 consecutive months. You must have been continuously employed on a Full Time basis for the 90 day period before You receive notice of an International Employment Transfer. You must not have had written or verbal notice of the transfer prior to or within the 90 day period following the Effective Date.

**Exclusions:** You do NOT qualify for a benefit under this section if:

- (a) You are transferred and You are living in the United States under a temporary work visa; or
- (b) Your transfer is a result of military deployment or redeployment.

### **5. Self-Employed Personal Bankruptcy**

You have experienced "Self-Employed Personal Bankruptcy" if You file for personal bankruptcy AND are an individual owning and operating a business or professional practice, alone or in partnership with one or more persons. You must be self-employed for the 6 month period preceding the filing of bankruptcy and the bankruptcy must not have been dismissed within 60 days of the date it was filed.

**Exclusions:** You do NOT qualify for a benefit under this section if Your bankruptcy filing:

- (a) is within 90 days of the Effective Date; or
- (b) is dismissed within 60 days of the date it was filed.

### **6. Accidental Death**

You have experienced "Accidental Death" if Your death is caused by external trauma, within one year from the trauma, from a force foreign to You, and not arising out of or due to disease or illness.

**Exclusions:** You do NOT qualify for a benefit under this section if Your death is due to:

- (a) an event occurring before the Effective Date;
- (b) intentionally self-inflicted injuries;
- (c) Your participation in a criminal act, including impaired driving;
- (d) intentional wrongdoing;
- (e) complications from an elective cosmetic medical procedure;
- (f) war or any act of war, whether declared or undeclared; or
- (g) use of alcohol or other controlled substances.

### **Miscellaneous General Exclusions**

If there is a Total Loss of Your Vehicle and You have not submitted a request for benefit prior to the time of the Total Loss, this Certificate will not provide any benefit. If there is a Total Loss of Your Vehicle and You have either (1) submitted but not yet been approved for a benefit, and Your benefit is ultimately approved, or (2) have been approved for a benefit but not yet Voluntarily Returned Your Vehicle, the amount paid will be the difference between the amount paid by the Primary Insurer and the balance owed on Your Vehicle Contract, up to the Maximum Benefit. You will be responsible for payment of any Additional Balance Amounts. However, if You have other coverage

that provides for payment (or waiver of payment) of the difference between the amount owed to a Financial Institution and the amount paid by the Primary Insurer (such as "GAP" insurance), the Certificate benefit is secondary to such other coverage and will only be available if such other coverage does not satisfy what is owed on Your Vehicle Contract. In such event, You will not Voluntarily Return Your Vehicle but instead will be directed by WALKAWAY USA to turn over the insurance proceeds received by You from the Primary Insurer.

No benefit will be paid on a Commercial Vehicle.

In addition to Additional Balance Amounts, if any, that may be owed by You, a benefit under this Certificate does not include:

Any costs You incur to complete any report or statement to submit a proof of Qualifying Event as required by WALKAWAY USA.

Any debts associated with liens on Your Vehicle other than the one set forth in the Vehicle Contract.

Any costs associated with repairs/replacements necessitated by the removal of any modifications or alterations to Your Vehicle that negatively impact its value.

Any costs to repair insurable damage to Your Vehicle.

### **MAKING A REQUEST FOR A BENEFIT**

All requests for a benefit hereunder shall promptly be reported by calling 1-800-443-2570, emailing [hyundaibenefits@walkawayusa.com](mailto:hyundaibenefits@walkawayusa.com) or writing to Hyundai Assurance Administrator, c/o WALKAWAY USA, P.O. Box 167667, Irving, Texas 75016-7667.

A request for benefit must be made during the Term and the Qualifying Event must still exist at the time of the request. Proof of Qualifying Event must be received by WALKAWAY USA as soon as possible once You (or Your representative in the event of Accidental Death) act to invoke Your Certificate benefit and no later than one year from the date that a Qualifying Event occurs or is diagnosed. All of the terms of this Certificate must be satisfied in order to qualify for a benefit. Proof will be required from You (or Your representative in the event of Accidental Death) and from others, such as Your employer and Your physician, to show that You qualify for a benefit.

Once You (or Your representative) have submitted a request for a benefit, WALKAWAY USA will determine two matters: (1) whether or not You (or Your representative) are entitled to a benefit based on the Proof of Qualifying Event evidence submitted by You (or Your representative), and (2) the guidebook values for use in calculating the Assessed Value of Your Vehicle.

### **WHAT HAPPENS ONCE YOUR BENEFIT IS APPROVED**

You (or Your representative) will be contacted by a WALKAWAY USA representative and You (or Your representative) must bring Your Vehicle to the Selling Dealer, at which time the Selling Dealer will provide WALKAWAY USA with its estimate of the value of Your Vehicle in order to complete the calculation of the Assessed Value. You (or Your representative) will then be instructed by WALKAWAY USA to Voluntarily Return Your Vehicle to the Selling Dealer. If any Additional Balance Amounts are required to be paid by You (or Your representative), You (or Your representative) will be so notified and will be required to deliver the Additional Balance Amounts by a cashier's check when You (or Your representative) Voluntarily Return Your Vehicle. Do not return Your Vehicle to the Selling Dealer until You (or Your representative) have been notified by WALKAWAY USA that Your benefit has been approved, otherwise Your Financial Institution may consider Your Vehicle to be voluntarily repossessed. Upon payment of a benefit this Certificate is expired.

### **YOUR OBLIGATION ON YOUR VEHICLE CONTRACT WHILE A REQUEST FOR A BENEFIT IS PENDING**

During the time it takes to process Your Proof of Qualifying Event (and during the qualification period after the beginning of Your Qualifying Event), Your liability under Your Vehicle Contract is not affected. You are responsible for making all payments required under Your Vehicle Contract until Your request for benefit is approved and You have Voluntarily Returned Your Vehicle. You will continue to be responsible for all finance charges, late fees, and other charges until Your Vehicle Contract is paid in full.

### **TAX IMPLICATIONS**

You may be subject to federal, state, and local taxes on any amounts paid. You should consult your tax advisor. Neither Hyundai, the Selling Dealer nor WALKAWAY USA can provide You with guidance on the tax implications, if any, of a paid or forgiven debt.

### **TRANSFERABILITY**

You may not assign or transfer this Certificate at any time.

### **PERSONAL INFORMATION**

You may be required to provide personal information in connection with your request for benefit, including information about Your health. Subject to applicable law, Hyundai and WALKAWAY USA are authorized to collect and disclose such information as needed for the purposes of communicating with You, evaluating and processing benefit requests, detecting and preventing fraud, and analyzing business results.